



**RHODE ISLAND
DEPARTMENT OF ENVIRONMENTAL MANAGEMENT**

Office of Compliance and Inspection 235 Promenade Street, Providence, RI 02908-5767
Telephone 401-222-1360 Fax 401-222-3811 TDD 401-222-4462

July 11, 2012

CERTIFIED MAIL

Anthony Izzo
SMM New England Corporation
242 Allens Avenue
Providence, RI 02905

In re: **EXECUTED CONSENT AGREEMENT**
File Name: SMM New England Corporation
File Numbers: OC&I/ WP-12-5, WP11-089, AAD No. 12-002/WRE

Dear Mr. Izzo:

Enclosed is the original executed Consent Agreement (the "Agreement") that resolves the Notice of Violation issued to SMM New England Corporation on May 8, 2012.

Thank you for your cooperation in resolving this matter.

If you have any questions concerning the Agreement, please call David Chopy at 222-1360.

Sincerely,

Patrick J. Hogan, P.E.
Principal Sanitary Engineer
Office of Compliance & Inspection

Enclosure: Executed Consent Agreement

cc: Bonnie Stewart, Administrative Adjudication Division
Susan Forcier, DEM/ Office of Legal Services
Angelo Liberti, DEM/ Office of Water Resources
David Turin, U.S. Environmental Protection Agency
Roger Janson, U.S. Environmental Protection Agency

**STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS
DEPARTMENT OF ENVIRONMENTAL MANAGEMENT**

OFFICE OF COMPLIANCE AND INSPECTION

In Re: SMM New England Corporation

File Nos.: WP12-5 and WP11-089

AAD No.: 12-002/WRE

CONSENT AGREEMENT

A. INTENT & PURPOSE

This Agreement is entered by and between the Rhode Island Department of Environmental Management's Office of Compliance & Inspection ("RIDEM") and SMM New England Corporation (the "Respondent"). This Agreement is entered in accordance with Section 42-17.1-2 *et seq.* of the Rhode Island General Laws ("R.I. Gen. Laws") for the purpose of resolving the administrative enforcement action set forth in a Notice of Violation ("NOV") issued to SMM New England Corporation by RIDEM on May 8, 2012.

B. STIPULATED FACTS

- (1) WHEREAS, the subject property is located at 242 Allens Avenue, Assessor's Plat 46, Lot 326 in the city of Providence, Rhode Island (the "Property").
- (2) WHEREAS, on February 12, 2012 the Respondent submitted to the RIDEM a Notice of Intent ("NOI") and a Stormwater Pollution Prevention Plan ("SWPPP") for authorization to discharge storm water associated with industrial activity to the Providence River from the Property (the "Stormwater Industrial Activity Application").
- (3) WHEREAS, on February 15, 2012 the RIDEM inspected the Property and determined that the Respondent had constructed a concrete wall around the scrap metal recycling area in late January 2012 and that the wall would prevent storm water runoff from the scrap metal recycling area from entering the Providence River (the "Short Term Mitigative Action").
- (4) WHEREAS, on February 23, 2012 the Respondent submitted to the RIDEM a NOI, a SWPPP and associated engineering plans for authorization to discharge stormwater to the Providence River from the Property associated with construction activity (the "Stormwater Construction Activity Application").
- (5) WHEREAS, on May 8, 2012 the RIDEM issued an NOV to the Respondent alleging certain violations of Rhode Island's *Water Pollution Act*, Chapter 46-12, the RIDEM's

Water Quality Regulations and the RIDEM's *Regulations for the Rhode Island Pollutant Discharge Elimination* (the "RIPDES Regulations").

- (6) WHEREAS, the Respondent requested an administrative hearing to contest the NOV.
- (7) WHEREAS, on May 24, 2012 the RIDEM issued a letter to the Respondent in response to the Stormwater Industrial Activity Application and the Stormwater Construction Activity Application (the "Comment Letter"). The Comment Letter is attached hereto and incorporated herein as Attachment A.
- (8) WHEREAS, in lieu of proceeding to an administrative adjudicatory hearing on the NOV and to effect a timely and amicable resolution of the NOV, the RIDEM and the Respondent hereby agree that it is in the best interest of the parties and in the public interest to resolve the issues raised in the NOV.
- (9) WHEREAS, the signing of this Agreement is for settlement purposes only and does not constitute an admission by the Respondent that the law or regulations have been violated as alleged in the NOV.
- (10) WHEREAS, the RIDEM finds that this Agreement is a reasonable and fair settlement and adequately protects the public interest in accordance with Rhode Island's *Water Pollution Act*, Chapter 46-12, the RIDEM's *Water Quality Regulations* and the RIDEM's RIPDES Regulations.

C. AGREEMENT

- (1) JURISDICTION – RIDEM has jurisdiction over the subject matter of this Agreement and has personal jurisdiction over the Respondent.
- (2) FORCE and EFFECT – This Agreement shall have the full force and effect of a final compliance order issued after a full hearing on the merits pursuant to the Administrative Procedures Act, R.I. Gen. Laws Section 42-35-1 et seq. from which no timely appeal was taken, and which is enforceable in Superior Court in accordance with R.I. Gen. Laws Section 42-17.1-2(21)(v).
- (3) APPLICATION – The provisions of this Agreement shall apply to and be binding upon RIDEM, the Respondent and its agents, servants, employees, successors, assigns and all persons, firms and corporations acting under, through and for the Respondent in the performance of work relating to or impacting the requirements of this Agreement.
- (4) RECORDING OF AGREEMENT – Within ten (10) days of the receipt of the fully executed Agreement from RIDEM, the Respondent shall record this Agreement with the city of Providence, Rhode Island and shall provide a copy of the recorded Agreement to RIDEM. The recording shall be at the sole expense of the Respondent.

(5) CONDITIONS –

- (a) The Respondent shall maintain the Short Term Mitigative Action until such time that it has complied with Section C(5)(c) of this Agreement.
- (b) **Within seven (7) days of execution of this Agreement**, the Respondent shall submit a revised SWPPP and engineering plans that address all the issues in the Comment Letter.
- (c) **Within six (6) months of RIDEM's approval of the Stormwater Discharge Construction Application and the Stormwater Discharge Permit Application (the "Approval")**, the Respondent shall complete all work associated with said applications in accordance with the Approval as evidenced by the submission of a letter from the Respondent to the RIDEM's Office of Compliance and Inspection certifying that all work is complete.
- (d) **Penalty** – The Respondent shall pay to RIDEM the sum of **Twenty Five Thousand Dollars (\$25,000.00)** in administrative penalties assessed as follows:
 - (i) Upon execution of this Agreement by the Respondent, the Respondent shall pay to RIDEM the sum of **Twenty Five Thousand Dollars (\$25,000.00)**.
 - (ii) Penalties that the Respondent agrees to pay in this Agreement are penalties payable to and for the benefit of the State of Rhode Island and are not compensation for actual pecuniary loss.
 - (iii) All penalty payments shall be in the form of a certified check, cashiers check, or money order, payable to the ***R.I. General Treasurer – Water and Air Protection Account***. All payments shall be delivered to:

Chief, RIDEM Office of Compliance and Inspection
235 Promenade Street
Providence, RI 02908-5767

- (6) **RIGHT OF ACCESS** – The Respondent provides to RIDEM, its authorized officers, employees and representatives an irrevocable right of access to the Property at all reasonable times for the purpose of monitoring compliance with this Agreement. The Respondent shall ensure that assignees, successors in interest, lessees, sublessees, tenants in possession and/or occupants of the Property shall provide the same access and cooperation as long as they control the Property. The Respondent shall provide a copy of this Agreement to any current lessee, sublessee, tenant in possession and/or occupant of the Property as of the effective date of this Agreement. Any subsequent leases, subleases, assignments or transfers of the Property or an interest in the Property shall include this right of access provision and shall otherwise be consistent with the terms of this Agreement.

D. COMPLIANCE

- (1) EFFECT OF COMPLIANCE – Compliance with and fulfillment of this Agreement shall be deemed to resolve all issues raised in the NOV. Upon the Respondent's successful completion of the requirements set forth in this Agreement, RIDEM shall issue a Release and Discharge of the Agreement to the Respondent for recording. The recording shall be at the sole expense of the Respondent.
- (2) FAILURE TO COMPLY – In the event that the Respondent fails to comply with Section C (5)(a), C(5)(b) or C(5)(c) of the Agreement, the Respondent shall pay a stipulated penalty of Two Hundred and Fifty Dollars (\$250.00) per day for each and every day during which the noncompliance continues, except that RIDEM may, for good cause shown, defer or reduce such penalty. The payment of a penalty in accordance with this section shall not preclude RIDEM from seeking any other appropriate remedy (e.g., injunctive relief in Superior Court).
- (3) COMPLIANCE WITH OTHER APPLICABLE LAWS – Compliance with the terms of this Agreement does not relieve the Respondent of any obligation to comply with any other applicable laws or regulations administered by, through or for RIDEM or any other governmental entity.
- (4) ADDITIONAL ENFORCEMENT ACTIONS – Upon a determination by the Director that there is a threat to the public health or the environment, or upon discovery of any new information, RIDEM reserves the right to take additional enforcement actions as provided by law or regulation, including, but not limited to, the issuance of "Immediate Compliance Orders" as authorized by R.I. Gen. Laws Section 42-17.1-2(21). This Agreement shall not restrict any right to hearing or other right available by statute or regulation that the Respondent may have regarding any new enforcement action commenced by RIDEM after the execution of this Agreement.
- (5) FUTURE ACTIVITIES AND UNKNOWN CONDITIONS – This Agreement shall not operate to shield the Respondent from liability arising from future activities, as of the date of execution of this Agreement.
- (6) SCOPE OF THE AGREEMENT – The scope of the Agreement is only the violations alleged in the NOV.
- (7) NOTICE AND COMMUNICATION – Communications regarding this Agreement shall be directed to:

David E. Chopy, Chief
RIDEM Office of Compliance and Inspection
235 Promenade Street
Providence, RI 02908-5767
(401) 222-1360 ext. 7400

Susan Forcier, Esquire
RIDEM Office of Legal Services

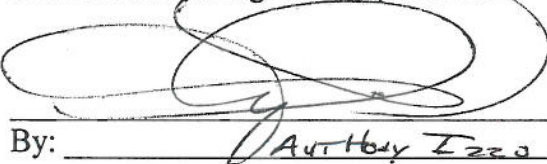
235 Promenade Street, 4TH Floor
Providence, RI 02908-5767
(401) 222-6607

Gregory L. Benik, Esquire
Benik & Associates
128 Dorrance Street, Suite 450
Providence, RI 02903
(401) 454-0054

- (a) At any time prior to full compliance with the terms of this Agreement, the Respondent agrees to notify RIDEM in writing of any change in ownership of the Property, and provide the name and address of the new owner/s. Notice of any change in address/telephone/fax of either party shall be sent to all other parties by certified mail.
- (b) All communications regarding compliance with this Agreement shall be forwarded to the above-referenced addressees by certified mail.
- (8) DEFERRAL – The Director may, for good cause shown, defer any of the compliance dates prescribed herein. Good cause for deferral of any compliance date shall be forwarded to RIDEM in writing at least fifteen days prior to the prescribed deadline.
- (9) AMENDMENT – The Agreement may be amended by mutual agreement of the parties in writing.
- (10) EFFECTIVE DATE – This Agreement shall be deemed entered as of the date of execution by all parties.

IN WITNESS WHEREOF, the undersigned consent to this Agreement in substance and in form.

For SMM New England Corporation:



By: Arthur Izzo (Print Name)

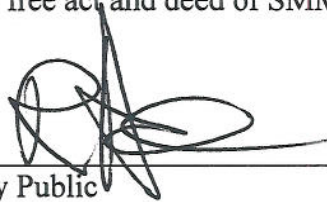
Its: President (Title)

Dated: 7-10-12

In my capacity as President of
SMM New England Corporation, I hereby aver that I am
authorized to enter into this Agreement and thereby bind
SMM New England Corporation to satisfy any
obligation imposed upon it pursuant to said Agreement.

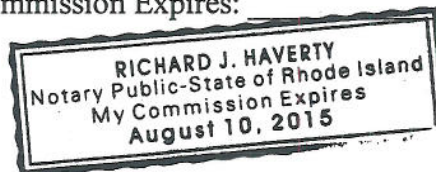
STATE OF RHODE ISLAND
COUNTY OF _____

In Providence, in said County and State, on this 10th day of
July, 2012, before me personally appeared Anthony Teco, the
President of SMM New England Corporation, a Rhode Island corporation, to me
known and known by me to be the party executing the foregoing instrument on behalf of SMM
New England Corporation, and he/she acknowledged said instrument by him/her executed, to
be his/her/ free act and deed in said capacity and the free act and deed of SMM New England
Corporation.

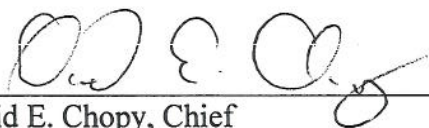


Notary Public

My Commission Expires: _____



For the State of Rhode Island Department of
Environmental Management



David E. Chopy, Chief
Office of Compliance and Inspection

7/10/12



RHODE ISLAND
DEPARTMENT OF ENVIRONMENTAL MANAGEMENT

235 Promenade Street, Providence, RI 02908-5767

TDD 401-222-4462

May 24, 2012

Certified Mail

Mr. Anthony Izzo
SMM New England Corporation
242 Allens Avenue
Providence, RI 02905

RE: RIPDES Applications for Storm Water Discharges Associated with:
Construction Activities and Industrial Activities
SMM New England Corporation, 242 Allens Avenue, Providence, Rhode Island

Dear Mr. Izzo:

The RIPDES Program has reviewed the Notice of Intent (NOI), Storm Water Pollution Prevention Plan (SWPPP) and associated engineering plans submitted on February 23rd, 2012 for authorization of stormwater discharges associated with construction activity and NOI and SWPPP submitted on February 12, 2012 for authorization of stormwater discharges associated with industrial activity. The RIPDES Program met with SMM New England Corporation representatives on May 16th, 2012 for a discussion of both submissions.

Based on the reviews of the submissions and the May 16th, 2012 meeting the Department has the following comments on the construction SWPPP and plans:

1. Provide a narrative discussion how construction dewatering will be addressed (Part IV.E.1.g). As discussed the RIPDES Groundwater Remediation General Permit is available to address construction dewatering if groundwater is contaminated.
2. Discuss existing data of known discharges from site (Part IV.E.1.h) including but not limited to past outfall monitoring data collected under the MSGP
3. The Site plan (Part IV.E.1.a) should clearly identify locations of all non-structural BMPs (material storage areas, concrete washouts, dumpsters, stockpiles, etc.) and all locations of material, waste, and/or equipment storage areas.
4. Discuss how construction activity will be phased. This should include a discussion of phasing around on-going operations and an estimated schedule.
5. Discuss and Waste Disposal Practices (Part IV.E.2.c.ii) for construction wastes

6. Please identify the Spill Prevention and Response Procedures (Part IV.E.2.c.iii) to be used during construction. As discussed in our meeting the practices already in use to address industrial operations may be sufficient or need slight amendments to address the Construction Activity.
7. The Site Plan should establish Proper Building Material Staging Areas (Part IV.E.2.c.v).
8. The SWPPP should discuss and the Site Plan should identify Designated Washout Areas such as concrete washout (Part IV.E.2.c.v).
9. Establish proper equipment/vehicle fueling and maintenance practices (Part IV.E.2.c.v) If construction vehicle fueling and maintenance is performed off-site the SWPPP should state so and prohibit on-site fueling.
10. Provide specific information regarding the anticipated pollutant loading rates from each area of operation; include expected pollutant loading rates to be delivered to the proposed BMPs for each pollutant constituent expected to be found in the runoff from all operations associated with industrial activity at the site.
11. Provide a detailed narrative and analysis supporting the selection of the proposed BMPs and demonstrating the anticipated level of effectiveness in treatment of each constituent pollutant of the runoff from the operations at the site.
12. Provide an analysis demonstrating the expected effluent quality as it leaves the site after flow through all pretreatment components of the proposed design and an assessment of the ability to meet MSGP benchmarks based on loading rates and expected pollutant removal efficiencies.

The following issues must be addressed in the facility's industrial SWPPP:

1. The Department recommends the use of berms and trenches to control discharges of vessel washing waters. In accordance to Part VI.Q.3.a of the RI MSGP discharges of pressure wash waters are prohibited discharges not covered by the permit. In addition, Part I.B.3.a of the RI MSGP prohibits the discharge of stormwater associated with industrial activity when mixed with pressure washing water. All water generated during pressure washing must be collected to prevent the discharge of these waters mixed with stormwater, as a preventive measure outdoor pressure washing should not be conducted during rainy conditions.
2. Amend the SWPPP to indicate that samples will be collected from outfalls 1, 2, 3 and 4 for monitoring of benchmarks. In accordance to Section 31(b)(15) of the RIPDES Regulations stormwater discharges from areas of the facility used for shipping and receiving, loading and unloading, transportation, or conveyance of any scrap recycling raw materials or products are industrial areas associated with Sector N and must be monitored for all benchmarks associated with this Sector.
3. When calculating the yearly average of benchmarks a value equal to the detection limit must be used for analytical results found to be less than the detection limit (the SWPPP indicates that a value of zero will be used for the calculation of benchmarks).

4. It is unclear who will be provided training and if training is limited to the distribution of the SWPPP. Please be aware that employee training must be provided for all employees that work in areas where industrial materials or activities are exposed to storm water, and for employees that are responsible for implementing activities identified in the SWPPP (e.g., inspectors, maintenance people). The employee training should inform employees of the components and goals of the SWPPP and should include topics, such as spill response, good housekeeping and material management practices, and must identify periodic dates (e.g., every 6 months during the months of July and January) for such training.
5. Repairs and corrective actions must occur within 14 days of discovery of a deficiency.
6. State of Rhode Island has delegated permitting authority from EPA. The SWPPP must be amended to indicate that data and information required by the RI MSGP, such as DMRs, annual reports and corrective actions, will be submitted to the RIPDES Program.

Please submit a revised application that shows the changes made to the SWPPPs and design documents. If you have any questions regarding this review or would like to arrange a meeting with the Department please contact Margarita Chatterton at (401) 222-4700 extension 7605 at your earliest convenience.

Sincerely,



Eric A. Beck, P.E., Supervising Engineer
Office of Water Resources
Surface Water Protection
RIPDES Program

cc: David E. Chopy, RIDEM
Margarita Chatterton, RIDEM
Bill Huling, SMMS
Albert Hanel, SMMS



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- (c) **Within six (6) months of RIDEM's approval of the Stormwater Discharge Construction Application and the Stormwater Discharge Permit Application (the "Approval")**, the Respondent shall complete all work associated with said applications in accordance with the Approval as evidenced by the submission of a letter from the Respondent to the RIDEM's Office of Compliance and Inspection certifying that all work is complete.
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- (5) FUTURE ACTIVITIES AND UNKNOWN CONDITIONS – This Agreement shall not operate to shield the Respondent from liability arising from future activities, as of the date of execution of this Agreement.
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RIDEM Office of Compliance and Inspection
235 Promenade Street
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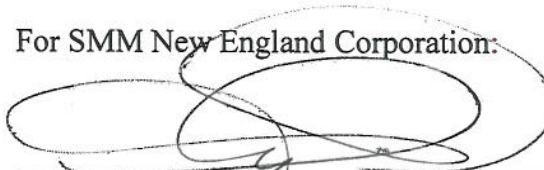
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128 Dorrance Street, Suite 450
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IN WITNESS WHEREOF, the undersigned consent to this Agreement in substance and in form.

For SMM New England Corporation:



By: Anthony Izzo (Print Name)

Its: President (Title)

Dated: 7-10-12

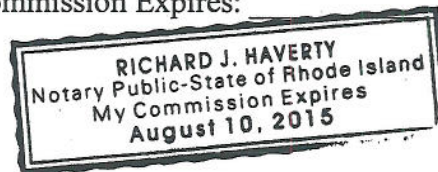
In my capacity as PRESIDENT of SMM New England Corporation, I hereby aver that I am authorized to enter into this Agreement and thereby bind SMM New England Corporation to satisfy any obligation imposed upon it pursuant to said Agreement.

STATE OF RHODE ISLAND
COUNTY OF _____

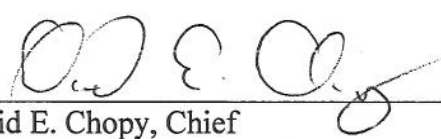
In Providence, in said County and State, on this 10th day of July, 2012, before me personally appeared Anthony Izzo, the President of SMM New England Corporation, a Rhode Island corporation, to me known and known by me to be the party executing the foregoing instrument on behalf of SMM New England Corporation, and he/she acknowledged said instrument by him/her executed, to be his/her/ free act and deed in said capacity and the free act and deed of SMM New England Corporation.



Notary Public
My Commission Expires: _____



For the State of Rhode Island Department of
Environmental Management



David E. Chopy, Chief
Office of Compliance and Inspection

7/10/12



RHODE ISLAND
DEPARTMENT OF ENVIRONMENTAL MANAGEMENT

235 Promenade Street, Providence, RI 02908-5767

TDD 401-222-4462

May 24, 2012

Certified Mail

Mr. Anthony Izzo
SMM New England Corporation
242 Allens Avenue
Providence, RI 02905

RE: RIPDES Applications for Storm Water Discharges Associated with:
Construction Activities and Industrial Activities
SMM New England Corporation, 242 Allens Avenue, Providence, Rhode Island

Dear Mr. Izzo:

The RIPDES Program has reviewed the Notice of Intent (NOI), Storm Water Pollution Prevention Plan (SWPPP) and associated engineering plans submitted on February 23rd, 2012 for authorization of stormwater discharges associated with construction activity and NOI and SWPPP submitted on February 12, 2012 for authorization of stormwater discharges associated with industrial activity. The RIPDES Program met with SMM New England Corporation representatives on May 16th, 2012 for a discussion of both submissions.

Based on the reviews of the submissions and the May 16th, 2012 meeting the Department has the following comments on the construction SWPPP and plans:

1. Provide a narrative discussion how construction dewatering will be addressed (Part IV.E.1.g). As discussed the RIPDES Groundwater Remediation General Permit is available to address construction dewatering if groundwater is contaminated.
2. Discuss existing data of known discharges from site (Part IV.E.1.h) including but not limited to past outfall monitoring data collected under the MSGP
3. The Site plan (Part IV.E.1.a) should clearly identify locations of all non-structural BMPs (material storage areas, concrete washouts, dumpsters, stockpiles, etc.) and all locations of material, waste, and/or equipment storage areas.
4. Discuss how construction activity will be phased. This should include a discussion of phasing around on-going operations and an estimated schedule.
5. Discuss and Waste Disposal Practices (Part IV.E.2.c.ii) for construction wastes

6. Please identify the Spill Prevention and Response Procedures (Part IV.E.2.c.iii) to be used during construction. As discussed in our meeting the practices already in use to address industrial operations may be sufficient or need slight amendments to address the Construction Activity.
7. The Site Plan should establish Proper Building Material Staging Areas (Part IV.E.2.c.v).
8. The SWPPP should discuss and the Site Plan should identify Designated Washout Areas such as concrete washout (Part IV.E.2.c.v).
9. Establish proper equipment/vehicle fueling and maintenance practices (Part IV.E.2.c.v) If construction vehicle fueling and maintenance is performed off-site the SWPPP should state so and prohibit on-site fueling.
10. Provide specific information regarding the anticipated pollutant loading rates from each area of operation; include expected pollutant loading rates to be delivered to the proposed BMPs for each pollutant constituent expected to be found in the runoff from all operations associated with industrial activity at the site.
11. Provide a detailed narrative and analysis supporting the selection of the proposed BMPs and demonstrating the anticipated level of effectiveness in treatment of each constituent pollutant of the runoff from the operations at the site.
12. Provide an analysis demonstrating the expected effluent quality as it leaves the site after flow through all pretreatment components of the proposed design and an assessment of the ability to meet MSGP benchmarks based on loading rates and expected pollutant removal efficiencies.

The following issues must be addressed in the facility's industrial SWPPP:

1. The Department recommends the use of berms and trenches to control discharges of vessel washing waters. In accordance to Part VI.Q.3.a of the RI MSGP discharges of pressure wash waters are prohibited discharges not covered by the permit. In addition, Part I.B.3.a of the RI MSGP prohibits the discharge of stormwater associated with industrial activity when mixed with pressure washing water. All water generated during pressure washing must be collected to prevent the discharge of these waters mixed with stormwater, as a preventive measure outdoor pressure washing should not be conducted during rainy conditions.
2. Amend the SWPPP to indicate that samples will be collected from outfalls 1, 2, 3 and 4 for monitoring of benchmarks. In accordance to Section 31(b)(15) of the RIPDES Regulations stormwater discharges from areas of the facility used for shipping and receiving, loading and unloading, transportation, or conveyance of any scrap recycling raw materials or products are industrial areas associated with Sector N and must be monitored for all benchmarks associated with this Sector.
3. When calculating the yearly average of benchmarks a value equal to the detection limit must be used for analytical results found to be less than the detection limit (the SWPPP indicates that a value of zero will be used for the calculation of benchmarks).

4. It is unclear who will be provided training and if training is limited to the distribution of the SWPPP. Please be aware that employee training must be provided for all employees that work in areas where industrial materials or activities are exposed to storm water, and for employees that are responsible for implementing activities identified in the SWPPP (e.g., inspectors, maintenance people). The employee training should inform employees of the components and goals of the SWPPP and should include topics, such as spill response, good housekeeping and material management practices, and must identify periodic dates (e.g., every 6 months during the months of July and January) for such training.
5. Repairs and corrective actions must occur within 14 days of discovery of a deficiency.
6. State of Rhode Island has delegated permitting authority from EPA. The SWPPP must be amended to indicate that data and information required by the RI MSGP, such as DMRs, annual reports and corrective actions, will be submitted to the RIPDES Program.

Please submit a revised application that shows the changes made to the SWPPPs and design documents. If you have any questions regarding this review or would like to arrange a meeting with the Department please contact Margarita Chatterton at (401) 222-4700 extension 7605 at your earliest convenience.

Sincerely,



Eric A. Beck, P.E., Supervising Engineer
Office of Water Resources
Surface Water Protection
RIPDES Program

cc: David E. Chopy, RIDEM
Margarita Chatterton, RIDEM
Bill Huling, SMMS
Albert Hanel, SMMS

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Of

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WATER & AIR PROTECTION ACCT

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San Antonio, Texas

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